

ATOMIC COWBOY, LLC
3235 East Colfax Avenue
Denver, CO 80206

Mr. William Bowman, President
South City Park Neighborhood Association

RE: *Neighborhood Agreement Between South City Park Neighborhood Association
And Atomic Cowboy, LLC, d/b/a Atomic Cowboy*

Dear William:

Thank you for your letter outlining the agreement which has been reached between us regarding our operation of the Atomic Cowboy, LLC, doing business as Atomic Cowboy ("Atomic Cowboy") at 3235 East Colfax Avenue. We recognize the legitimate concerns of many residents of the neighborhood regarding the potential impact on them in opening a liquor licensed establishment in your neighborhood. Atomic Cowboy and the Neighborhood desire to work together so that the operation of Atomic Cowboy will only enhance the quality of life for its neighbors and patrons.


South City Park Neighborhood Association ("SCPNA") has agreed to appear on and support the application of Atomic Cowboy for a hotel and restaurant liquor license and a standard cabaret license. In return for your support, Atomic cowboy has agreed to request that the following be placed as conditions on its standard cabaret license:

1. Atomic Cowboy will not install or operate outdoor speakers.
2. Atomic Cowboy will not provide recorded or live music or entertainment outside of the premises.
3. Atomic Cowboy will not provide live music inside the premises.
4. Atomic Cowboy will not willfully violate the City's noise ordinance.


Atomic Cowboy and the SCPNA agree that items number 1, 2, 3 and 4 above shall be made a condition of the standard cabaret license. With this agreement, the SCPNA agrees to appear at the hearing for the application of Atomic Cowboy, LLC and support its applications for a hotel and restaurant liquor license and standard cabaret license.

By its signatures below, Atomic Cowboy and SCPNA confirm the agreement which has been reached in this matter.

ATOMIC COWBOY, LLC

By: 
Name: Robert Thompson
Title: managing member
Date: 11-11-02

SOUTH CITY PARK NEIGHBORHOOD ASSOCIATION

By: 
Name: William Bowman
Title: President
Date: 11-11-02

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Denver, CO 80206

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South City Park Neighborhood Association ("SCPNA") has agreed to appear on and support the application of Atomic Cowboy for a hotel and restaurant liquor license and a standard cabaret license. Besides the agreement to place certain conditions on the standard cabaret license, Atomic Cowboy and SCPNA have reached a further agreement regarding the operation of the bar and grill as follows:

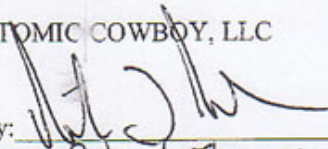
1. Atomic Cowboy will make every reasonable effort to manage and control the behavior of its patrons, particularly when entering and leaving the premises and will employ staff whose duties will include monitoring the door and periodically monitoring the exterior of the establishment.
2. Atomic Cowboy has agreed to eliminate the patio as part of the licensed premise and will not establish an outdoor eating section.
3. Atomic Cowboy will make its best good faith efforts to provide free parking options for its patrons through agreements with local businesses for after-hours use of their parking facilities.
4. Atomic Cowboy will provide valet parking service to its patrons on Fridays and Saturdays beginning at 6:00 p.m. until closing. The valet parking agreement will take effect if the patron population on two consecutive weekends (either Friday or Saturday nights) exceed 85 patrons in the establishment at one time, excluding holidays and special events.
5. Atomic Cowboy will post signs and use verbal efforts to discourage its patrons from parking their vehicles on the neighborhood streets directly east and west of the establishment, including the 1500 and 1600 blocks of St. Paul, Steele, Adams, and Cook Streets. Atomic Cowboy's media advertising will state where patrons should park their vehicles.

- 6. Atomic Cowboy will maintain the exterior of its premises by clearing trash from the area south and east of the establishment twice per day, maintaining the street landscaping in front of the establishment, and removing poster advertisements from street signs and lamp posts in front of our establishment.
- 7. Atomic Cowboy will not allow its patrons to park motorcycles on the sidewalk either in front of the establishment or on the sidewalk along the east exterior wall. If the patrons do not comply, Atomic Cowboy staff will record the license number and report the occurrence to the police department.
- 8. Atomic Cowboy will not dump trash between the hours of 9:00 p.m. and 9:00 a.m.
- 9. If the nature of Atomic Cowboy's business changes, it will meet with the neighborhood to discuss these changes.

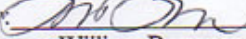
With this agreement, as well as the agreement to place conditions on the standard cabaret license, the SCPNA agrees to appear at the hearing for the application of Atomic Cowboy and supports its application for a hotel and restaurant liquor license and a standard cabaret license.

By signatures below, Atomic Cowboy and SCPNA confirm the agreement between them.

ATOMIC COWBOY, LLC

By: 
 Name: Robert Thompson
 Title: managing member
 Date: 11-11-82

SOUTH CITY PARK NEIGHBORHOOD ASSOCIATION

By: 
 Name: William Bowman
 Title: President
 Date: _____